

Filed on behalf of Meta Platforms, Inc.

Filed: July 2, 2026

UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE PATENT TRIAL AND APPEAL BOARD

META PLATFORMS, INC.,
Petitioner

v.

COGMEDIA LLC,
Patent Owner

Case No. IPR2026-00247
U.S. Patent No. 9,817,562

**PETITIONER'S AUTHORIZED RESPONSE
TO PATENT OWNER'S SUPPLEMENTAL BRIEF**

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**I. PO'S BELATED ENFORCEMENT OF AN EXPIRED PATENT
CONFIRMS NO SETTLED EXPECTATIONS**

Despite official USPTO maintenance fee records indicating abandonment by November 14, 2025 (*see* EX1033), PO confirms that the '562 Patent expired even *earlier* on April 29, 2025.¹ For the purposes of a settled-expectations inquiry, the precise mechanism of a patent's expiration—whether by full statutory term or non-payment of maintenance fees—is an immaterial distinction because the equitable analysis remains identical. The '562 Patent expired on April 29, 2025, went unenforced throughout its term, and was asserted only after expiration on July 30, 2025. These facts are undisputed, and support no settled expectations. Opp., 3.

PO's arguments are unclear. Initially, PO attempted to dismiss expiration of the '562 Patent by perplexingly discounting the circumstances surrounding the expiration of a different patent, the "'141 Patent" (*see* DDR, 8 n.8). In its supplement, PO confirms that the '562 Patent expired earlier and now cites evidence in a different proceeding (IPR2026-00249) concerning yet another patent (the "'371 Patent"). Supp. Br., 1. These arguments should be disregarded. Settled expectations turn on the length of time the challenged claims of the '562 Patent have been in force, not on its related patents. *See* March 26 Memo at 2 ("[s]ettled expectations of

¹ PO incorrectly attributes time from expiration to present day to settled expectations.

See DDR, 8. PO fails to address this miscalculation. *See generally* Supp. Br.

the parties, such as the length of time the claims have been in force”).

II. PO HAS NOT IDENTIFIED A SINGLE INCONSISTENT CONSTRUCTION AND CANNOT DEFEAT INSTITUTION

PO's argument fails on its own concession that Meta has offered “no constructions before the Board.” Supp. Br., 2. Offering no construction is not equivalent to offering an inconsistent one, particularly here, where Meta has consistently asserted in both forums that the terms have their plain and ordinary meaning. PO's single example proves this point.

PO confusingly alleges that Meta's proposed constructions of “instant messaging function” and “comment function” “attempt[] to exclude [real-time communication] with respect to the claimed comment function.” Supp. Br., 2. But the “comment function” limitation is not a claim term in the '562 Patent and is not relevant. Regarding “instant messaging,” the Petition relies on McQueen's real-time “Discuss” function and further incorporates Forsyth's instant messaging features—fully consistent with Meta's position that “instant messaging” has its plain and ordinary meaning of “real-time communication.” Pet., 13-14. It is not clear what PO argues; Meta applies the same plain and ordinary meaning in both forums.

Moreover, Meta offered to stipulate to use the same express construction solely to remove any perceived discrepancy between forums, should PO allege that any construction is inconsistent. EX1045. Specifically, in *Caption Health, Inc. v. The University of British Columbia*, IPR2025-01422, Paper 15 at 3 (Dec. 18, 2025),

the Director held that a petitioner's stipulation to use identical constructions in both proceedings resolves any potential claim construction discrepancy, requiring no further explanation under *Revvo Technologies, Inc. v. Cerebrum Sensor Technologies, Inc.*, IPR2025-00632, Paper 20 (Nov. 3, 2025) (precedential). PO cannot transform a good-faith offer into grounds for denying institution.

III. META'S OPPOSITION IS CONSISTENT WITH ITS PETITION AND THE JULY 31 MEMO

PO's claim that Meta's Petition impermissibly relies on expert gap-filling under Rule 104(b)(4) (Supp. Br., 2-3) is a thinly veiled merits argument masquerading as a procedural defect. However, a dispute over the scope and teaching of prior art is precisely a substantive question to be resolved at trial, not a threshold issue to justify discretionary denial.

Even on its own terms, PO's argument fails because the "vote indicator" is explicitly disclosed. The Petition maps this function to McQueen's "tally of the votes." Meta's expert did not gap-fill any limitation; rather, through a permissible obviousness analysis, the expert simply explained why a POSITA would routinely apply McQueen's vote-tallying to its "blurb" features. Rule 104(b)(4) and the Director's July 31 Memo strictly prohibit using expert testimony to conjure a limitation that is entirely absent from the prior art (which is not the case here). They do not bar an expert from explaining how a POSITA would logically combine explicit disclosures. In fact, PO effectively concedes this by admitting that the

Petition identifies McQueen's explicit vote-tally feature. Supp. Br., 2-3. PO's semantic distinction between "reviews" and "blurbs" goes to the weight of the merits—which the Petition persuasively bridges—not to any procedural defect.

IV. META'S *SOTERA PLUS* STIPULATION AVOIDS DUPLICATION

PO argues that Meta's stipulation is not a true *Sotera* stipulation because it preserves Meta's right to pursue district court grounds "if the PTAB declines institution or rescinds institution." Supp. Br., 3 (emphasis omitted). But *Sotera* itself confirms that the stipulation operates upon institution. *Sotera Wireless, Inc. v. Masimo Corp.*, IPR2020-01019, Paper 12 at 18-19 (Dec. 1, 2020). This condition is not a departure from *Sotera*, but rather what *Sotera* contemplates. *Id.*

PO objects that Meta "unilaterally" controls whether it violates its stipulation. Supp. Br., 3-4. While this is true of all stipulations, the Director recently permitted immediate Director Review upon a violation ensuring compliance. *Light & Wonder, Inc. v. Evolution Malta Ltd.*, IPR2025-01072, Paper 30 at 3 (June 22, 2026) (precedential). PO also claims to have spent "the last three months litigating duplicative invalidity challenges" (Supp. Br., 4), implying defect with the stipulation. Not true. PO has taken no invalidity actions in the Parallel Litigation, let alone duplicative actions. Regardless, as discussed, the stipulation has not taken effect, thus no violation could have occurred. At bottom, PO's argument fails to show any defect that defeats institution.

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Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on July 2, 2026, a true and correct copy of the foregoing
**PETITIONER'S AUTHORIZED RESPONSE TO PATENT OWNER'S
SUPPLEMENTAL BRIEF** is being served by electronic mail on PO's counsel of
record listed below, pursuant to its Mandatory Notices.

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